



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

I. C. C.
FEE OPERATION DR.

LAW DEPARTMENT

March 15, 1979

RECORDATION NO. 9662

Filed 1425

9-CE2AC14

DAVID M. YEARWOOD
GENERAL ATTORNEY

Mr. H. G. Homme, Jr.
Secretary

Interstate Commerce Commission
Washington, D. C. 20423

MAR 23 1979 - 3 50 PM

Date MAR 23 1979

Fee \$10.00

ICC Washington, D. C.

Dear Mr. Secretary:

There is transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, duly executed counterparts of an Amendment Agreement dated as of March 1, 1979 among Louisville and Nashville Railroad Company, whose address is 908 West Broadway, Louisville, Kentucky 40203, The Liberty National Leasing Company, whose address is 416 West Jefferson Street, Louisville, Kentucky 40202, and Morgan Guaranty Trust Company of New York, as Trustee and Agent, whose address is 9 West 57th Street, New York, New York 10019.

The purpose of this Amendment Agreement is to amend the rental payment terms of that Lease of Railroad Equipment dated as of July 15, 1978, which was filed and recorded with the Interstate Commerce Commission on August 29, 1978 and assigned Recordation No. 9662-B.

Attached hereto is a draft in the amount of \$10 payable to the Treasurer of the United States covering the prescribed recordation fee for said Amendment Agreement.

This letter of transmittal is signed by an officer of the Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

After recordation, please forward the recorded counterparts of said Amendment Agreement to:

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40203

Respectfully yours,

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By David M. Yearwood
David M. Yearwood
General Attorney

Interstate Commerce Commission

Washington, D.C. 20423

4 /6 /79

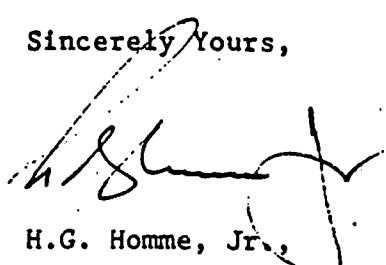
OFFICE OF THE SECRETARY

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
908 West Broadway
Louisville, Kentucky 40203

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 4/23/79 at 3:50pm ,
and assigned recordation number(s) 9662-D

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

MAR 23 1979 -3 50 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of March 1, 1979, among Louisville and Nashville Railroad Company (the "Lessee"), The Liberty National Leasing Company (the "Lessor") and Morgan Guaranty Trust Company of New York, as Trustee of a Commingled Pension Trust and as Agent for Various Institutional Investors (the "Assignee").

WHEREAS the Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of July 15, 1978 (the "Lease");

WHEREAS the Lessor and the Assignee have entered into an Assignment of Lease and Agreement dated as of July 15, 1978 (the "Lease Assignment");

WHEREAS the Lease and the Lease Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on August 29, 1978, at 12:35 p.m., and were assigned recordation numbers 9662-B and 9662-C, respectively; and

WHEREAS the Delivery Date was later than August 15, 1978, and therefore it is necessary to adjust the rentals stated in § 3 of the Lease so that the rentals are sufficient to satisfy the obligations of the Lessor under the Security Document (as such terms are defined in the Lease);

NOW, THEREFORE, in consideration of the mutual

covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The second and third sentences of the first paragraph of § 3 of the Lease are hereby amended by substituting the following:

"The 16 semiannual rental payments shall each be an amount equal to 7.6939% of the Purchase Price of each Unit then subject to this Lease. In addition to the rental payment payable on the first rental payment date, the Lessee will also pay an amount equal to .042744% of the Purchase Price of each Unit for each day from and including the Delivery Date to September 15, 1978."

2. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of § 15 of the Lease.

3. Except as amended hereby, the Lease shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

LOUISVILLE AND NASHVILLE
RAILROAD COMPANY,

by


Asst. Vice President

[Corporate Seal]

Attest:


ATTESTING OFFICER

THE LIBERTY NATIONAL LEASING
COMPANY,

by

J. E. Littleton
Vice President

[Corporate Seal]

Attest:

[Signature]

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Trustee of a
Commingled Pension Trust and as
Agent for Various Institutional
Investors,

by

John F. Goydas
JOHN F. GOYDAS
VICE PRESIDENT

[Corporate Seal]

Attest:

J. W. Turadek
Assistant Secretary
J. W. Turadek

STATE OF NEW YORK ,)
) ss.:
COUNTY OF NEW YORK ,)

On this 9 day of March 1979, before me personally appeared JOHN F. GOYDAS, to me personally known, who being by me duly sworn, says that he is Vice President of Morgan Guaranty Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

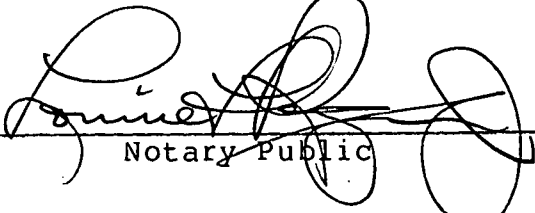
[Notarial Seal]

My Commission expires

PAULINE M. OCCHIPINTI
NOTARY PUBLIC, State of New York
No. 24-4650530
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1979

COMMONWEALTH OF KENTUCKY,)
) ss.:
COUNTY OF JEFFERSON,)

On this 12th day of March 1979, before me personally appeared J. E. VITTITOW, to me personally known, who being by me duly sworn, says that he is VICE PRESIDENT of The Liberty National Leasing Company, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission expires

My Commission expires Oct. 11, 1980

COMMONWEALTH OF KENTUCKY,)
) ss.:
COUNTY OF JEFFERSON,)

On this *21st* day of March 1979, before me personally appeared *N. H. Stier*, to me personally known, who being by me duly sworn, says that he is *Asst. Vice President* of Louisville and Nashville Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Norma J. Jones

Notary Public

[Notarial Seal]

My Commission expires *March 4, 1981*